

# Memorandum of Understanding and Data Sharing Agreement

EDS #BUI-15-0002

This Memorandum of Understanding and Data Sharing Agreement (“Agreement”) is made and entered into this \_\_\_\_th day of January, 2015, by and between the Indiana Network of Knowledge (“INK”) and the Trustees of Indiana University on behalf of the Indiana Business Research Center (“IBRC”).

**WHEREAS**, INK is an agency of the State of Indiana operating under Indiana Code 22-4.5-10, and

**WHEREAS**, the Trustees of Indiana University are a body politic operating under Indiana Code 21-20, and

**WHEREAS**, the Trustees of Indiana University operate multiple centers of research and inquiry, including IBRC, and

**WHEREAS**, the INK Governance Committee working with the Executive Director collectively have authority to collaborate with relevant agencies and organizations to ensure the success of INK, and

**WHEREAS**, IBRC has been involved in a variety of digital information initiatives throughout the state, including as managing partner of the Information for Indiana initiative and as co-founder of the Indiana Workforce Intelligence System that preceded INK, and

**WHEREAS**, INK has need of additional researchers, analytical services, skills and knowledge that IBRC has, and

**WHEREAS**, Indiana Code 22-4.5-10-6(d) requires contracts and other agreements made between INK and public or private entities to include appropriate privacy safeguards and penalties, and

## **NOW THEREFORE BE IT RESOLVED:**

- (1) As requested by INK staff, IBRC will assist with design and execution of advanced analysis using integrated data to understand the relationships between various educational and workforce experiences.

- (2) IBRC will submit relevant geocoding, economic, demographic, fiscal, tax, and census data to INK as requested by resolution of the INK Governance Committee.
- (3) IBRC will provide expertise to the INK Governance Committee, INK Executive Director and other state agency partners regarding construction and architecture of longitudinal databases, record linking and matching, record validation, and quality.
- (4) This Agreement has no bearing on existing relationships between IBRC and other state agencies except as explicitly referenced herein.
- (5) IBRC staff may have access to data subject to confidentiality requirements under federal and state law, regulation, or rule, including but not limited to:
  - a. The Confidential Information Protection and Statistical Efficiency Act of 2002 (44 USC 101), including 45 CFR Part 164;
  - b. Family Educational Rights and Privacy Act ("FERPA", 20 USC 1232g), including 34 CFR Part 99;
  - c. The Food Stamp Act of 1977 (7 USC 2020), including 7 CFR 272;
  - d. The Individuals with Disabilities Education Act ("IDEA", 20 USC 1400 et seq.), including 34 CFR Parts 300 and 303;
  - e. Sec. 303(a)(1) of the Social Security Act (42 USC 503), including 20 CFR Part 603 and 45 CFR Part 205;
  - f. The Privacy Act of 1974 (5 USC 552a);
  - g. I.C. 4-1-10 (Release of Social Security Numbers);
  - h. I.C. 5-14-3-4 (Records excepted from disclosure; time limitations; destruction of records);
  - i. I.C. 12-14-1-7 (Confidentiality of TANF records; TANF information that may be disclosed by the division);
  - j. I.C. 22-4-19-6 (Records; inspection; reports; confidentiality; violations; processing fee);

IBRC will be given access only after undergoing appropriate background checks, training, and certification pursuant to INK and IOT policies, subject to review by the INK Executive Director and Indiana Office of Technology.

The data sharing contemplated under this Agreement supports a defined business need with respect to the objectives of this Agreement and is either permitted or required by applicable federal and state laws and regulations, including but not limited to 34 CFR §99.31(a)(1)(i)(B).

INK designates IBRC and its staff as “authorized representatives” for the purposes of this Agreement, as defined by I.C. 22-4-19-6(a) and 34 CFR §99.3.

- (6) IBRC assures that when data are no longer required to fulfill the purposes of this Agreement, IBRC will appropriately destroy these shared data, including copies or backups. IBRC shall maintain records that document and verify the destruction of these shared data pursuant to this Agreement. The destruction of shared data must be witnessed by at least one additional person who can later attest that a complete and permanent destruction of the data occurred. IBRC will submit a letter to INK within thirty (30) days of the termination of this Agreement attesting to the destruction of the shared data unless a new Agreement is executed within that timeframe. If IBRC does not destroy all shared data when no longer needed for the purposes of this Agreement, IBRC will be prohibited from access to future data from INK for at least five (5) years, pursuant to 34 CFR §99.67(e).
- (7) Any request for data from IBRC not in fulfillment of the work under this Agreement shall be handled without bias or preference utilizing the processes and methods prescribed by the INK Governance Committee and INK Executive Director.
- (8) The term of this Agreement is effective upon the date of the last signature of this Agreement through June 30, 2016, unless cancelled by either party in writing.
- (9) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be cancelled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**IN WITNESS THEREOF**, the Indiana Network of Knowledge and the Trustees of Indiana University on behalf of the Indiana Business Research Center have executed this Agreement by their duly authorized representatives, subject to the terms and conditions as set forth above:

**INDIANA NETWORK OF KNOWLEDGE  
("INK")**

Executed by:

\_\_\_\_\_  
Jeffrey D. Hudnall,  
*Executive Director*

Date: \_\_\_\_\_

**TRUSTEES OF INDIANA UNIVERSITY on  
behalf of the INDIANA BUSINESS RESEARCH  
CENTER ("IBRC")**

Executed by:

\_\_\_\_\_  
Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INDIANA OFFICE OF TECHNOLOGY**

Executed by:

\_\_\_\_\_  
Paul Baltzell,  
*State Chief Information Officer*

Date: \_\_\_\_\_

**STATE BUDGET AGENCY**

Approved:

\_\_\_\_\_  
Brian E. Bailey,  
*State Budget Director* (for)

Date: \_\_\_\_\_